

EXHIBIT A

Terry Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:	§	CASE NO. 25-30155
ALLIANCE FARM AND RANCH, LLC,	§	(CHAPTER 11)
DEBTOR	§	
IN RE:	§	CASE NO. 25-31937
ALLIANCE ENERGY PARTNERS, LLC,	§	(CHAPTER 11)
DEBTOR	§	

**DECLARATION OF ERIC TERRY IN SUPPORT OF
CHAPTER 11 TRUSTEE'S APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF
HOWLEY LAW PLLC AS CHAPTER 11 TRUSTEE COUNSEL**

I, Eric Terry, pursuant to section 1746 of title 28 of the United States Code, hereby declare that the following is true to the best of my knowledge:

1. I am Of Counsel to Howley Law PLLC (“*Howley Law*” or the “*Firm*”). I submit this declaration (the “*Terry Declaration*”) in support of the *Application for Entry of an Order Authorizing the Retention and Employment of Howley Law as Chapter 11 Trustee Counsel* (the “*Application*”),¹ which seeks authorization of the retention and employment of the Firm as general bankruptcy counsel for Tom Howley, Chapter 11 Trustee (the “*Trustee*”) for the bankruptcy estates (the “*Estates*”) of the above-captioned debtors (“*Debtors*”) in accordance with the Application and the terms and conditions set forth in that certain engagement letter between the Trustee and and Howley Law effective as of May 28, 2025 (the “*Engagement Letter*”). Except as

¹ Capitalized terms not defined herein shall have the meanings given to them in the Application.

otherwise noted, I have personal knowledge of the matters set forth herein and if called as a witness, could and would testify thereto.

2. To the extent any information disclosed herein requires amendment or modification upon further review, or as additional information becomes available to me, a supplemental declaration will be submitted to the Court reflecting such amended or modified information.

A. Services to be Provided

3. I believe Howley Law is favorably situated with the necessary background to render professional services to the Trustee as counsel pursuant to Section 327(a).

4. As described in the Application, the Trustee was appointed on May 27, 2025. On May 28, 2025, the Trustee retained Howley Law, pursuant to the terms of the Engagement Letter, to serve as his general bankruptcy counsel and assist him with essential professional services, as described in the Application. The services to be performed by Howley Law are appropriate and necessary to enable the Trustee to execute faithfully his duties.

B. Howley Law's Rates and Billing Practices

5. Howley Law intends to seek compensation for services rendered in these chapter 11 cases at reduced hourly rates for Howley Law. Howley Law's hourly rates for this matter are Eric Terry, Of Counsel, at a rate of \$650 per hour and Roland G. Rodriguez, paralegal, at a rate of \$275 per hour.

6. Howley Law also intends to seek reimbursement for expenses incurred in connection with its representation of the Trustee in accordance with Howley Law's normal reimbursement policies, subject to any modifications to such policies that Howley Law may be required to make to comply with orders of this Court, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the *U.S. Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11*

Cases, effective November 1, 2013 (the “**Fee Guidelines**”). Howley Law’s disbursement policies pass through all out-of-pocket expenses at actual cost.

7. No promises have been received by Howley Law, or any member, counsel, associate, or other employee of Howley Law, as to payment or compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Fee Guidelines. Furthermore, Howley Law has no agreement with any other entity to share compensation received by Howley Law or by such entity.

8. The Application requests approval of Howley Law’s retention on rates, terms, and conditions consistent with what Howley Law charges clients in other chapter 11 cases, namely, prompt payment of Howley Law’s hourly rates, as adjusted from time to time, and reimbursement of out-of-pocket disbursements at cost. Subject to these terms and conditions, Howley Law intends to apply for allowance of compensation for professional services rendered in these chapter 11 cases and for reimbursement of actual and necessary expenses relating thereto, in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Fee Guidelines, and any other applicable procedures and orders approved by the Court.

C. Disinterestedness

9. As a result of reviewing Howley Law’s records, I have thus far ascertained that, except as may be set forth herein, upon information and belief, Howley Law:

- a. is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services), an equity security holder of the Debtors or an “insider” of the Debtors, as that term is defined by section 101(31) of the Bankruptcy Code;
- b. is not, and has not been, within two years before the Petition Date, a director, officer, or employee of the Debtors; and
- c. does not have an interest materially adverse to the interests of the Debtors’ estate, or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the

Debtors, or for any other reason.

10. To the best of my knowledge, no employee of the Firm is a relative of or has been connected with the U.S. Trustee in this district or its employees or any Bankruptcy Judge in the Southern District of Texas.

11. Neither I nor Howley Law have any connections with the Debtors, any of the Debtors' creditors, any other parties interest in the Chapter 11 Cases, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee except as follows: (a) Tom Howley, in his non-trustee capacity, is the owner of Howley Law; and (b) Eric Terry, in his capacity as Chapter 11 Trustee ("Trustee Terry") of the estates of the debtors Chris Pettit & Associates, P.C. and Christopher John Pettit, jointly administered case no. 22-50591 in the United States Bankruptcy Court of the Western District of Texas, was adverse to Dykema Gossett PLLC ("Dykema") regarding issues that related to Dykema's withdrawal as Trustee Terry's counsel. With regard to (b), the issues were resolved in March of 2024 and did not involve the Dykema lawyers involved in these Cases.

12. Accordingly, to the best of my knowledge, except as disclosed herein, Howley Law: (a) does not represent, and does not hold, any interest adverse to the Debtors' estates; (b) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code; and (c) has no connection to the Debtors, their creditors, or other parties in interest in respect of these chapter 11 cases.

D. Duplication of Services

13. I do not believe that Howley Law's services will duplicate or overlap with the services performed by the Trustee or the Trustee's other potentially retained consultants and advisors.

14. Howley Law will use reasonable efforts to work cooperatively with any retained consultant or advisor to avoid duplication of services provided.

E. Benefit to the Estate

15. Howley Law's employment by the Trustee as his general bankruptcy counsel will be beneficial to the Trustee because of the Firm's experience in, among other areas, sophisticated and complex bankruptcy matters, financial restructuring, contested motions and adversary proceedings in chapter 11 cases. Howley Law's professionals have significant experience representing and advising the full spectrum of constituents in chapter 11 proceedings.

16. In view of the foregoing, Howley Law (i) does not hold or represent an interest adverse to the estate, and (ii) is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code. Howley Law recognizes its continuing responsibility to be aware of, and to further disclose, any relationship or connection between Howley Law and other parties-in-interest to the Debtors' bankruptcy estates as they appear or become recognized during these chapter 11 cases. Accordingly, Howley Law reserves the right to supplement this disclosure if necessary as more information becomes available to me.

17. By reason of the foregoing, I believe Howley Law is eligible for employment and retention by the Trustee pursuant to section 327(a) of the Bankruptcy Code, the applicable Bankruptcy Rules, and the Local Rules.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: June 16, 2025
Houston, Texas

/s/ Eric Terry
Eric Terry
State Bar No. 00794729
HOWLEY LAW PLLC

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